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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

JEFFREY CRAIG YOHAI,

Defendant.

Nos. CR 18-11-AB,  
CR 19-271-AB

GOVERNMENT'S OBJECTIONS TO THE  
PRESENTENCE REPORT AND SENTENCING  
POSITION; DECLARATION OF SA  
EBADI; EXHIBITS

Hearing: November 8, 2019  
1:30

**I. OBJECTIONS TO THE PRESENTENCE REPORT**

The government concurs in the findings of the Presentence Report with the following exceptions:

**A. DEFENDANT WAS A LEADER/ORGANIZER OF MORE THAN FOUR PARTICIPANTS**

The sentencing guidelines provide for a four-level enhancement for a person like defendant Jeffrey Craig Yohai ("defendant") who "was an organizer or leader of a criminal activity that involved five or more participants or was otherwise extensive." USSG § 3B1.1(a). The criminal participants defendant led and organized

1 are described in the previously filed GOVERNMENT'S SEALED OBJECTIONS  
2 TO THE PRESENTENCE REPORT.

3 **B. ACTUAL LOSS IS UNDERSTATED**

4 While the government agrees that the loss enhancement is +20-  
5 levels for actual losses between \$9.5 and \$25 million, the PSR fails  
6 to include a number of victims. Because most of those victims lost  
7 only about \$100,000 or less to defendant, which pales in comparison  
8 to the total damage defendant inflicted, the government has limited  
9 its loss objection to the following four sets of victims: the  
10 Hoffmans, whom defendant defrauded out of \$3 million; Matthew Behar,  
11 defendant's own cousin whose identity he used to run up over  
12 \$100,000 in debt; Dr. Coppelson, whom defendant defrauded out of  
13 over \$250,000; Ms. Lazzarini, from whom defendant rented a luxury  
14 estate for \$120,000 for two weeks, but cheated out of the rental  
15 fee; and Mr. Wang, whom defendant cheated out of \$15,000 for a  
16 rental. (Ebadi Decl. pages 13-26.)

17 **II. THE 3553(A) FACTORS**

18 **A. DEFENDANT IS FORTUNATE AND HAD A PRIVILEGED UPBRINGING**

19 Defendant appears to have had all the advantages in life. He  
20 is intelligent, articulate, educated, charming, tall, handsome, and  
21 physically healthy. He "completed seven Advanced Placement classes"  
22 in high school and "was a member of the National Honor Society,"  
23 graduating in the top 10% of his class at the elite Lynbrook High  
24 School, which is itself ranked in the top 4% of public high schools  
25 nationally. (PSR ¶ 116; 2018 U.S. News and World Report ranked  
26 Lynbrook H.S. 809 out of 20,500 public high schools.) He graduated  
27 with a B.A. from New York University in 2004. (PSR ¶ 117.)  
28

1 Not surprisingly given his academic success, defendant "enjoyed  
2 a comfortable upper middle class upbringing . . . near a golf course  
3 and the ocean." (PSR ¶ 88.) His mother did not need to, and did  
4 not, work outside the home while raising defendant. Defendant  
5 enjoyed the advantages of a traditional two-parent household  
6 including "family outings and travel," his parents' attendance at  
7 his "school activities," and even his father coaching his  
8 "basketball and Little League teams." (Id.)

9 Defendant could have done anything with this background. But  
10 he chose to use his many gifts to prey on those who trusted him,  
11 including friends and even family, taking their savings so he could  
12 splash out on luxury housing, automobiles, and high-living, which is  
13 a seriously aggravating factor.

14 **B. DEFENDANT'S DRUG USE AND GAMBLING DO NOT WARRANT A REDUCED**  
15 **SENTENCE**

16 Defendant has a long history of abusing drugs. According, to  
17 defendant, he used cocaine first when he was 12 years old, and  
18 continued to use it a few times a week through college to "have  
19 fun." (PSR ¶ 107.) He experimented with heroin when he was 16, and  
20 also PCP and ecstasy while in high school. (PSR ¶ 106.) Defendant  
21 continued his drug abuse off and on until his arrest, with his  
22 recent drugs of choice being alcohol, cocaine and the prescription  
23 medication Vynase which, like the more famous medication Adderall,  
24 is used to treat ADHD. (PSR ¶ 109-114.) In fact, as the Court  
25 knows from the exhibits attached to the Government's Ex Parte  
26 Application for Judicial Finding that Defendant Breached His Plea  
27 Agreement, defendant continued to abuse drugs even after he was  
28

1 jailed in this case, and was also involved in drug sales just before  
2 his arrest. (Dkt. 53.)

3 Drug abuse is a disfavored ground for a sentencing reduction.  
4 Instead, the guidelines wisely recommend that it be addressed on  
5 supervised release:

6 Drug or alcohol dependence or abuse ordinarily is not a  
7 reason for a downward departure. Substance abuse is highly  
8 correlated to an in-creased propensity to commit crime.  
9 Due to this increased risk, it is highly recommended that  
10 a defendant who is incarcerated also be sentenced to  
supervised release with a requirement that the defendant  
participate in an appropriate substance abuse program (see  
§5D1.3(d)(4)).

11 USSG § 5H1.4. Similarly, defendant should be considered for the  
12 RDAP program, which not only might help defendant with his drug  
13 problem, but which could also substantially reduce the actual time  
14 defendant spends in prison. The Court should not, however, further  
15 reduce defendant's sentence under the 3553(a) factors because of his  
16 long history of drug abuse. Indeed, his documented history of  
17 failed treatments for drug abuse, including high-priced, private,  
18 in-patient drug rehabilitation stints, suggests little reason to  
19 hope that further treatments will have a lasting effect on  
20 defendant. (PSR ¶¶ 91, 108, 109, 110, 111.)

21 Defendant also states that he has had a gambling problem. (PSR  
22 ¶¶ 99, 122.) As with his drug problem, defendant was fortunate  
23 enough to have access to treatment programs for it, as well as loved  
24 ones who urged him to undergo treatment. (PSR ¶ 100.) The  
25 Sentencing Commission has flatly decreed that, "Addiction to  
26 gambling is not a reason for a downward departure." USSG § 5H1.4.  
27  
28

1 Nor should the Court reduce defendant's sentence for past gambling  
2 problems under Section 3553(a).

3 **C. THE SUICIDE OF DEFENDANT'S BROTHER IS UNRELATED TO HIS**  
4 **DRUG ABUSE AND VICTIMIZATION OF OTHERS**

5 Defendant's brother, who was seriously mentally ill, committed  
6 suicide in 2007. (PSR ¶ 90.) The death of a loved one is always  
7 hard, and especially so when it is of a young person by suicide.  
8 Yet there is no logical connection between loss of a loved one on the  
9 one hand with committing a multi-million dollar fraud lasting at  
10 least five years on the other. Indeed, it would be much more  
11 reasonable to expect that the brother of a suicide would show more  
12 empathy for others, not less, having felt viscerally his brother's  
13 anguish as well as his own and that of his parents. Many people who  
14 suffer losses like defendant's channel their experiences for the  
15 good, raising money for cancer research, say, after losing someone  
16 to that disease, or volunteering for a suicide-prevention  
17 organization in hopes of sparing others the pain they felt, for  
18 someone in defendant's situation.

19 That was not the path defendant took, however. He chose  
20 instead to live a flashy, bi-coastal existence focused on hedonistic  
21 pleasures. He rented vacation properties for \$60,000 per week, for  
22 example. (Ebadi Decl. page 25.) He enjoyed a life that included  
23 high-stakes gambling, sometimes running his own poker game, and  
24 other times gambling at casinos or indulging in sports betting.  
25 (PSR ¶ 99.) And he focused on the party drug, cocaine. While he  
26 now says "it was to cope with his brother's suffering and subsequent  
27 suicide," even he has trouble staying on message, candidly admitting  
28 that he has a history of using "anything and everything because I

1 was in a rock band." (PSR ¶ 105.) Indeed, according to defendant  
2 his cocaine use began when he was 12—that is, 13 years before his  
3 brother's suicide in 2007—so it seems fanciful to attribute it to  
4 that tragedy. (PSR ¶ 107.)

5 Assuming for the sake of argument that defendant's cocaine use  
6 was attributable to his brother's suicide, there is still no reason  
7 to attribute his long-term, elaborate fraud to his drug use. First,  
8 defendant's fraud continued from 2014 to his arrest in November,  
9 2018. According to defendant, he stopped abusing drugs after a  
10 treatment program "in late 2016 and early 2017" (PSR ¶ 110) and did  
11 not return to cocaine abuse until January 2018. (PSR ¶ 111.) Yet  
12 defendant's fraud continued through this period of sobriety. (Ebadi  
13 Decl. pages 26-27.) Indeed, defendant actually used his stay at a  
14 sober living facility to victimize others there who were also in  
15 recovery there. (Ebadi Decl. page 26.) Because defendant continued  
16 his fraud regardless of whether or not he was sober, it is apparent  
17 that the fraud was not caused by his drug use.

18 Further, defendant's drug use generally does not seem to have  
19 prevented him from doing the things he wanted. He graduated with  
20 honors from high school, for example, while using cocaine "quite a  
21 bit" on weekends. (PSR ¶¶ 107, 116.) Similarly, he graduated in  
22 four years with a bachelor's degree from the very competitive New  
23 York University despite using cocaine there "three to four times per  
24 week." (PSR ¶¶ 107, 117.) For comparison purposes, defendant  
25 claims to have used cocaine only "a couple of times a week during  
26 the first six months" of 2018, when he was committing his new frauds  
27 in CR 19-271-AB while on bond after pleading guilty to the earlier  
28 frauds in CR 18-11-AB. Moreover, defendant's purportedly increased,

1 but actually intermittent, drug usage following his brother's  
2 suicide did not stop him from succeeding as a real estate broker  
3 (PSR ¶ 121), working as a musician, writing songs professionally  
4 (PSR ¶ 123), wooing his wife, or starting a family (PSR ¶ 92), so it  
5 is hard to see defendant's drug use as the cause of his criminality.

6 This conclusion is buttressed by the sophisticated nature of  
7 defendant's fraud as well as its duration. To be sure, defendant  
8 occasionally committed simple frauds, such as bouncing checks, but  
9 the overwhelming majority of the money he stole from his victims  
10 came from elaborate, long-term scams involving "15 different [shell]  
11 LLCs and more than 70 bank accounts" (PSR ¶ 17), forged and "false  
12 documentation" supporting multi-million dollar loan applications  
13 (PSR ¶ 21), and purported development projects that lasted over a  
14 year (PSR ¶ 20), so it is clear that his frauds involved substantial  
15 planning and reflection, and could not have been committed in a  
16 drug-induced haze.

17 **D. DEFENDANT ATTEMPTED TO OBSTRUCT JUSTICE**

18 Part of defendant's scheme involved pawning the stolen musical  
19 instruments of one of his Airbnb renters. (CR 18-834-AB, dkt. 1,  
20 pages 27-28: victim Brian Zeng rented the Stradella property from  
21 defendant and during the term of his lease an associate of  
22 defendant's took Zeng's musical equipment from Stradella, which  
23 defendant then pawned a few days later as though they were his own.)  
24 When he was jailed for this by the LAPD, defendant made a coded call  
25 over a recorded jail telephone line trying to concoct a defense to  
26 the charges. His wife, reading between the lines, told him that  
27 YOHAI's associates were trying to persuade the victim to drop the  
28 charges. (Ebadi Decl. pages 27-28.) While this would appear to

1 support an obstruction of justice enhancement under the guidelines,  
2 Section 3C1.1, in an abundance of caution the government does not  
3 seek one and recommends that the Court consider it only under the  
4 3553(a) factors.

5 **E. DEFENDANT NEGOTIATED A LENIENT PLEA AGREEMENT**

6 Were it not for the skill of defense counsel in negotiating a  
7 lenient plea agreement, defendant would be facing a guideline range  
8 that was 24 months longer—in each of the two cases. Defendant was  
9 charged in each case with a violation of 18 U.S.C. Section 1028A for  
10 using a means of identification of another during and in relation to  
11 the conspiracy to commit bank fraud to which defendant pled guilty.  
12 Section 1028A carries a mandatory-consecutive prison term of 24  
13 months. 18 U.S.C. § 1028A(a)(1), (b)(2), and (b)(3) (A defendant  
14 convicted of 1028A “shall, in addition to the punishment for the  
15 [underlying] felony, be sentenced to a term of imprisonment of 2  
16 years,” “no term of imprisonment . . . under this section shall run  
17 concurrently with any other term of imprisonment,” and the “court  
18 shall not in any way reduce the term [on the underlying felony] to  
19 compensate for” the two-year term required by this section). Here,  
20 defense counsel negotiated a plea agreement that did not require  
21 defendant to plead guilty to the Section 1028A violation, and  
22 instead requires the government to dismiss it, although the court is  
23 still free to take this charge into account. (CR 18-11-AB, Plea  
24 Agreement ¶ 5(b), CR 19-271-AB, Plea Agreement ¶ 3(b): the  
25 government will “move to dismiss the remaining [Section 1028A]  
26 count[] of the information,” defendant “agrees, however,  
27 that . . . the Court may consider any dismissed charges in  
28 determining the applicable Sentencing Guidelines range, the



1 propriety and extent of any departure from that range, and the  
2 sentence to be imposed")

3 **F. DEFENDANT CAUSED LASTING EMOTIONAL TRAUMA AND FINANCIAL**  
4 **DEVASATION TO SOME OF HIS VICTIMS**

5 Many of defendant's largest victims were professional lenders.  
6 To be sure, they suffer when defrauded by someone like defendant.  
7 And the losses they sustained must be borne by some combination of  
8 their owners, employees, and customers, but the diffusion of the  
9 losses, and the fact that these companies are in the business of  
10 lending, can make it too easy to see defendant's \$13 million plus  
11 fraud primarily in terms of dollars that defendant stole, rather  
12 than the emotional toll it inflicted.

13 But defendant did not restrict his marks to big businesses. He  
14 was just as likely to use his intelligence and charm to con families  
15 out of their life savings, or to steal from individuals whatever  
16 they would trust him with. Predictably, this resulted in emotional  
17 scars, financial devastation, changes in personality, and strains in  
18 partnerships and marriages. After a lifetime of hard work and  
19 living below their means, the Aroch family amassed a nest egg of at  
20 least \$2.9 million, which they intended to use to buy a home for  
21 themselves and their three daughters. This home was supposed to  
22 provide both shelter and long-term financial security, but due to  
23 defendant's greed and fraud, all of that is gone. The family's  
24 "financial future is now in question, as [their] nest egg is gone,"  
25 leaving them instead to try "to heal emotionally." (Exh. 1). Dr.  
26 Coppelson, whom defendant cheated out of a comparatively modest  
27 \$250,000, has "become much more cynical and less trusting of"  
28 others, and "experienced bouts of anger and frustration" which, to

1 his regret, "his wife and children have borne." (Exh. 7.) Ms.  
2 Lazzarini, who along with her husband ran a business defendant  
3 defrauded out of \$85,000, accurately describes defendant as a  
4 "calculative and cunning man, who has no empathy for others." Ms.  
5 Lazzarini can barely afford her mortgage and must make do with a  
6 broken down car because defendant wanted a \$60,000 per week vacation  
7 rental—but not to pay for it. The stress and recriminations from  
8 their fraud losses has even led her husband to request a divorce.  
9 (Exh. 10.) Sadly, business partners turning on one another after  
10 learning that one fell for defendant's fraud is all too common.  
11 (Exh. 13.) Worse, the emotional and financial toll described above  
12 is only a small fraction of what defendant inflicted, because it is  
13 limited to the suffering of those victims brave enough to bare their  
14 scars publically.

15 **G. ONLY A LONG SENTENCE CAN PROTECT THE PUBLIC AND DETER**  
16 **SIMILAR CRIMES**

17 The Probation Office calculated defendant's final offense level  
18 to be 37, yielding a guideline range of 210 to 262 months. Even  
19 this gives defendant the benefit of the doubt. The Probation Office  
20 recommended that defendant receive an acceptance of responsibility  
21 reduction, for example, even though defendant committed the same  
22 type of fraud in the new case (CR 19-271-AB) that he was awaiting  
23 sentencing for in the first case (CR 18-11-AB). But new criminal  
24 conduct during the pendency of sentencing ordinarily justifies a  
25 denial of acceptance of responsibility even when the new criminal  
26 conduct is unrelated to the offense of conviction. See United  
27 States v. Mara, 523 F.3d 1036, 1037 (9th Cir. 2008) (affirming  
28 district court's denial of acceptance of responsibility where

1 defendant who pled guilty to being a felon in possession of a  
2 firearm engaged in an unrelated jailhouse fight before sentencing).  
3 Of greater importance, the PSR failed to assign any role enhancement  
4 for defendant even though he led and organized more than five  
5 criminal participants in his scheme, as set forth in the  
6 Government's Sealed Objections to the Presentence Report, filed on  
7 September 5, 2019.

8       Either the loss of the acceptance of responsibility reduction,  
9 or the gain of the four-level role enhancement would increase  
10 defendant's guideline range to a point where the 20-year statutory  
11 maximum applicable in CR 18-11-AB would be insufficient to encompass  
12 the entire sentence. Both together would be literally off the  
13 charts, and call for a sentence of life imprisonment, or 50 years in  
14 this case, the combined statutory maximum in both cases.

15       Defendant has done tremendous damage to a huge number of  
16 victims. Further, he has turned a number of otherwise law-abiding  
17 citizens into criminals who aided him in his scheme. And he has  
18 shown an almost unbelievable compulsion to defraud others, to the  
19 point that he could not stop even while awaiting this Court's  
20 judgment on him in the first case, which strongly suggests that he  
21 will continue on his criminal path despite having been blessed with  
22 so many advantages. Worse, he seems to enjoy committing fraud and  
23 revels in cheating others out of their hard-earned money, as though  
24 he thought real work was only for patsies. When one of his  
25 associates jokingly referred to his Airbnb scams ("You're no Dudley  
26 do right in the house rentals[, ] bro[, ] you know what I'm talking  
27 about haha") defendant truthfully responded:

1 I'm the furthest thing from Dudley do right[.] I'm Dudley  
2 do wrong[.] I'm Dudley do whatever the fuck he wants[.]

3 There is one mitigating factor that argues for a below-  
4 guidelines sentence: defendant has never been to prison before, so  
5 it is at least possible that he would change during a lengthy  
6 sentence. The signs, however, are not good; so far in jail he has  
7 taken the money of his loved ones to buy drugs, obtained prison  
8 tattoos, and prevailed upon his associates to concoct a bogus  
9 defense for at least one charge. Nevertheless, mindful that the  
10 sentence imposed should be the least that can adequately punish  
11 defendant, protect the public, and deter similar offenses, the  
12 government recommends a total sentence of 180 months, about half the  
13 guideline range the government believes applicable even drawing all  
14 questionable issues in his favor, to be divided between the two  
15 cases and to be served consecutively. Now that the First Step Act  
16 provides defendants with almost two months of good-time credit per  
17 year, and with one year off for RDAP, this should result in a real  
18 sentence of less than 12 years.

19 Dated: September 9, 2019

Respectfully submitted,

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UNITED STATES OF AMERICA  
28

**Declaration of Sherine Ebadi**

I, SHERINE D. EBADI, do hereby declare and affirm:

I am a Special Agent ("SA") with the Federal Bureau of Investigation ("FBI") and have been so employed since 2009. I am currently assigned to the Los Angeles Field Office, Long Beach Resident Agency, where I am responsible for investigating violations of federal criminal statutes over which the FBI has investigatory jurisdiction, especially bank fraud and identity theft. I have received specialized training in these types of investigations.

**A. YOHAI DEFRAUDED THE HOFFMANS OF THEIR \$3 MILLION INVESTMENT**

YOHAI lied to Dustin and Jacob Hoffman (the "Hoffmans") to entice them to invest \$3 million in the development of 1550 Blue Jay Way and then made additional false statements to lull the Hoffmans into staying in the deal. Namely, YOHAI lied about his financial wherewithal, his use of their investment, the progress of the development, and his ability to repay.

YOHAI lied about his finances

When YOHAI pitched the Hoffmans and the Hoffmans' business managers, Layne Dicker and Rob Mandel on the investment, he told them he started the real estate company, Marin Management and was making "tons of money" with his "very lucrative" Airbnb business. YOHAI said he did not need an investor in the deal, but he wanted to give the Hoffmans the opportunity to partner with him. In fact, YOHAI did not have the funds to purchase 1550 Blue Jay Way and aside from the \$3 million he received from the Hoffmans, he had to borrow another \$100,000 from Robert Gerner to cover closing costs.

YOHAI told them he had done substantial due diligence on 1550 Blue Jay way and it was "extremely inexpensive" and "under-priced".

1 In fact, review of documents and statements from witnesses confirmed  
2 that YOHAİ paid more than \$1 million over the appraised price of the  
3 property. In my interview with YOHAİ, he told me that he paid more  
4 than the appraised value for the property.

5 YOHAİ lied about his use of funds

6 On June 17, 2015, YOHAİ sent the Hoffmans an email followed by  
7 a "Deal Memo" dated June 25, 2015, which detailed the terms of the  
8 deal. Specifically, the Hoffmans would contribute \$3 million, which  
9 would be used toward the down payment. YOHAİ would obtain necessary  
10 permits for the property and get it ready for a refinance and  
11 construction loan. YOHAİ indicated costs above the Hoffmans'  
12 initial \$3 million contribution would be covered by YOHAİ. In  
13 exchange for their contribution, the Hoffmans would receive their  
14 initial principal, plus 10% interest annually and 50% of the profits  
15 from the resale of the property.

16 On July 8, 2015, the Hoffmans wired \$3 million to YOHAİ's  
17 account in furtherance of this deal. YOHAİ sent \$2,790,105.94 of  
18 the Hoffmans' funds to close on 1550 Blue Jay Way. The remaining  
19 approximately \$210,000 was used by YOHAİ for personal and other  
20 expenses unrelated to 1550 Blue Jay Way. In my interview with  
21 YOHAİ, he told me that he kept \$210,000 of the Hoffmans' funds to  
22 "reimburse" himself.

23 Layne Dicker told me he and the Hoffmans did not learn that  
24 YOHAİ kept \$210,000 of their \$3 million investment until sometime in  
25 early 2016. This prompted Dicker on February 11, 2016 to file a  
26 deed of trust ("DOT") to secure the Hoffmans' interest in 1550 Blue  
27 Jay Way. When Dicker asked YOHAİ about the \$210,000, YOHAİ first  
28

1 said the funds were kept in escrow. Later YOHA I said he used the  
2 funds to pay someone else. Then YOHA I said he used the funds to  
3 reimburse himself. YOHA I had no authorization to keep any of the  
4 Hoffmans' investment for himself.

5 Layne Dicker told me that when YOHA I learned about the DOT,  
6 YOHA I said it had to be removed so he could obtain a refinance on  
7 the property. This is how Dicker and the Hoffmans learned that  
8 YOHA I was attempting to obtain another loan against 1550 Blue Jay  
9 Way. In April 2016, the Hoffmans and YOHA I drafted an "Interim  
10 Understanding of the Members of 1550 Blue Jay Way, LLC" ("Interim  
11 Understanding"). Pursuant to this agreement, the Hoffmans agreed to  
12 remove their DOT under the condition that the proceeds of any new  
13 financing would be deposited into a 1550 Blue Jay Way LLC account  
14 jointly held by YOHA I and Jacob Hoffman. Before the Interim  
15 Understanding was fully executed, YOHA I told Dicker and the Hoffmans  
16 that they needed to remove the DOT, or his Genesis loan would go  
17 into default. As such, the Hoffmans' agreed to remove their DOT,  
18 with the understanding that proceeds of any new loan would be  
19 managed jointly.

20 In furtherance of their agreement, Jacob Hoffman signed account  
21 documents adding him to the 1550 Blue Jay Way LLC account at BOC.  
22 These documents were sent to Perris Kaufman and his assistant,  
23 Britney Treliving at BOC. In my interviews with Dicker and Jacob  
24 Hoffman, both believed Jacob Hoffman had indeed been added as a  
25 signor on the 1550 Blue Jay Way LLC account at BOC. However, review  
26 of bank records show Jacob Hoffman was never added to YOHA I's 1550  
27 Blue Jay Way account at BOC.  
28

1           Between April 2016 and August 2016, Dicker made several  
2 requests for information on how the proceeds of the new loan were  
3 used and requested copies of bank statements for the 1550 Blue Jay  
4 Way LLC account at BOC. Finally, on August 1, 2016, YOHAİ's  
5 accountant, Alan Fetzer, sent Dicker copies of the 1550 Blue Jay Way  
6 LLC bank statements, which showed proceeds of the loan had already  
7 been depleted by YOHAİ.

8           In my interview with Alan Fetzer, he told me that YOHAİ sent  
9 him falsified bank statements for the 1550 Blue Jay Way LLC account  
10 and instructed him to forward them to the Hoffmans, but Fetzer  
11 refused.

12           In my interview with YOHAİ, he admitted that he had his then-  
13 assistant create falsified bank statements for the 1550 Blue Jay Way  
14 LLC account to send them to the Hoffmans to support his lies to them  
15 that he had not used the proceeds of the RS Lending loan. YOHAİ  
16 lied to the Hoffmans about this because he did not want them to "go  
17 ballistic".

18           YOHAİ lied about the progress of the investment

19           After learning that YOHAİ had already spent the money from the  
20 loan, the Hoffmans decided to pull out of the deal. In response to  
21 this, on August 4, 2016, YOHAİ sent the Hoffmans an email which  
22 read, "[Bruce] informed me after his call with Layne [Dicker] that  
23 you are pulling out of the deal. I am sad to hear the news and  
24 wanted to give you a comprehensive update as to where the project  
25 currently stands...At this point we are only waiting on shoring  
26 approval to begin construction..." YOHAİ further detailed all of  
27 permits had been obtained. In fact, the permits had not been  
28



1 obtained because YOHAİ had failed to pay his permit expeditors,  
2 Crest Real Estate. What YOHAİ did not tell the Hoffmans was that  
3 his loan to Genesis was in payment default at this time.

4 In September 2016, when the Hoffmans learned of the default to  
5 Genesis, YOHAİ made several false representations to the Hoffmans  
6 that Genesis had been paid. For example, on September 22, 2016,  
7 YOHAİ sent the Hoffmans an email purportedly from Genesis General  
8 Counsel, John Day, which claimed payment had been made to Genesis.  
9 In fact, YOHAİ had altered an email from Day which said that payment  
10 had not been made to Genesis, and then sent the altered version to  
11 the Hoffmans.

12 In my interview with Dicker, he told me that he contacted Day  
13 to confirm the payment had been received and Day told him YOHAİ had  
14 altered his original email and that payment had not been received.  
15 Similarly, in my interview with Day, he told me YOHAİ had altered  
16 his email in this manner.

17 YOHAİ lied about his ability to repay the Hoffmans

18 In September and October 2016, YOHAİ made a series of false and  
19 misleading statements to the Hoffmans to make them think he could  
20 and was going to repay them.

21 For example, on September 26, 2016, YOHAİ sent the Hoffmans a  
22 purchase agreement for YOHAİ's property at 2521 Nottingham. This  
23 agreement purported that Machiavelli Group was purchasing one of  
24 YOHAİ's other properties at 2521 Nottingham for \$7.5 million. YOHAİ  
25 followed this up with an email on October 7, 2016 which said that  
26 his "plan is that the proceeds from the sale of this property [2521  
27 Nottingham] will take out your equity investment of 3M in Blue Jay  
28

1 plus your preferred interest...Timeline to closing on this transaction  
2 is roughly 30 days..."

3 In fact, the purchase agreement was created by YOHAI to lull  
4 the Hoffmans into thinking he could repay them. In my interview  
5 with YOHAI, he told me that he sent the agreement to "buy time".

6 YOHAI did not cure the default on 1550 Blue Jay Way which  
7 resulted in the property being foreclosed and sold for \$6 million,  
8 which was only enough to cover YOHAI's debt to Genesis. YOHAI never  
9 repaid the Hoffmans. The total loss to the Hoffmans is \$3 million.

10 **B. YOHAI TOOK OVER THE IDENTITY OF HIS COUSIN MATTHEW BEHAR,**  
11 **LEAVING HIM WITH OVER \$100,000 OF YOHAI'S DEBT**

12 In early 2018, YOHAI falsely told Behar that he had worked out  
13 a deal with the government on his previous charges that meant he was  
14 not going to jail. YOHAI also claimed he was doing well  
15 financially, but his credit was still poor so he wanted Behar to  
16 obtain credit cards using Behar's credit but for YOHAI's use. YOHAI  
17 promised to pay the balance on the credit cards each month, plus  
18 additional funds to Behar, which would help Behar pay for school.  
19 The first month, YOHAI paid off the balance on the cards, but after  
20 that, YOHAI ran up \$108,000 in charges across three different cards  
21 and did not pay any of the balances. YOHAI falsely told Behar he  
22 had made the payments several times and on at least three separate  
23 occasions, Yohai had Behar on a three-way call with the credit card  
24 companies in which Yohai verbally paid the balances with a bank  
25 account. On each occasion, the payment ended up being returned due  
26 to insufficient funds. Behar was unable to recover any of these  
27 funds from Yohai.

1           **C.     YOHAI DEFRAUDED DR. COPPELSON OUT OF OVER \$200,000**

2                       Interview of victim Dr. Coppelson

3           In September 2018, I interviewed Dr. Aaron Coppelson, owner of  
4 a luxury property I call "Marcheeta". Coppelson told me the  
5 following:

6           In August 2018, Coppelson had Marcheeta listed for sale at \$20  
7 million. Coppelson's real estate agent, Sam Real, handled the open  
8 houses for this property. YOHAI attended one of the open houses and  
9 made an offer of \$15.5 million to purchase Marcheeta.

10          Coppelson agreed to meet YOHAI for lunch to discuss the offer.  
11 During this lunch, YOHAI told Coppelson he owned a property on  
12 Stradella in Bel Air which was worth \$20 million. YOHAI said he  
13 only owed \$7 million on Stradella and he could take \$13 million of  
14 equity out of Stradella to help fund the purchase of Marcheeta. The  
15 value of Stradella is not \$20 million, but closer to \$8.8 million  
16 per the Los Angeles County Assessor's Office 2018 assessment.  
17 Furthermore, per United States Bankruptcy records, the secured and  
18 unsecured claims against Stradella exceed \$9.5 million. Given these  
19 facts, YOHAI had no equity in the property.

20          Ultimately, Coppelson and YOHAI were unable to come to an  
21 agreed purchase price. YOHAI told Coppelson he had a number of high  
22 net worth clients for whom he finds properties to lease. YOHAI  
23 offered to refer some of these clients to Coppelson to lease  
24 Marcheeta while it was listed for sale. Coppelson agreed.

25          Shortly after this, YOHAI said he had a client who wanted to  
26 rent Marcheeta for a weekend to hold a seminar. The client was  
27 willing to pay \$20,000 for the weekend. Coppelson agreed.

1           The renter stayed at Marcheeta for the weekend. When Real,  
2 Coppelson's real estate agent, tried to pick up the \$20,000 from the  
3 renter, he was told payment had already been made to YOHAİ directly.  
4 Coppelson contacted YOHAİ and asked for the \$20,000. YOHAİ wrote  
5 Coppelson a check for \$20,000 and Coppelson deposited it into his  
6 account at First Republic Bank ("FRB").

7           Shortly thereafter, YOHAİ said he had another client who wanted  
8 to rent Marcheeta for one night for \$10,000. Coppelson agreed.  
9 Again, when Real went to pick up the rental fee, the renter said he  
10 had already paid Yohai.

11           Around this same time, Coppelson was notified by FRB that  
12 YOHAİ's initial \$20,000 check had returned for NSF. Coppelson told  
13 YOHAİ and YOHAİ wrote him another check, which Coppelson deposited  
14 into FRB.

15           Within a short period of time, YOHAİ said he had another  
16 client, an NBA basketball player, who wanted to rent Marcheeta for  
17 two months for \$160,000.

18           Similar to the other two renters, when Real went to pick up the  
19 rent from the NBA basketball player, Real was told the funds had  
20 already been paid to YOHAİ. Coppelson asked YOHAİ for the funds and  
21 YOHAİ agreed to send a wire transfer.

22           On more than on occasion, YOHAİ told Coppelson he had wired the  
23 funds. YOHAİ even provided Coppelson with a wire reference number  
24 and yet, no funds ever arrived. On two separate occasions, YOHAİ  
25 told Coppelson that YOHAİ's attorney had wired the funds. Still no  
26 funds arrived. On at least one occasion, Coppelson spoke with  
27  
28

1 YOHAİ's attorney on the phone and he said the issue with the wire  
2 was his fault and a new wire was on its way, yet no funds arrived.

3 Coppelson provided me with an email from YOHAİ's attorney to  
4 [yohai481@gmail.com](mailto:yohai481@gmail.com) which was further forwarded to Real and Coppelson  
5 dated August 31, 2018. The email from YOHAİ's attorney contained  
6 the subject line, "Your Same Day wire transfer was successfully  
7 sent". The body of the email contained a wire transfer confirmation  
8 from Bank of America for \$180,000. When YOHAİ forwarded the email,  
9 he wrote, "See below Full payment sent".

10 On October 2, 2018, I received records from Bank of America for  
11 YOHAİ's attorney PLLC's account. The sole signatory on the account  
12 is YOHAİ's attorney. Review of this account revealed that on August  
13 31, 2018, the balance was \$106.14. On no day during the entire  
14 month of August 2018 was the balance higher than \$505.43.  
15 Furthermore, the only outgoing wire from the account was on August  
16 10, 2018 for \$400.00. Based upon my review of this account, not  
17 only was there no wire transfer to Coppelson for \$180,000, there  
18 were not sufficient funds in the account to cover such a wire  
19 transfer.

20 In addition to sending a falsified wire transfer confirmation,  
21 YOHAİ also wrote Coppelson a series of checks to cover the amounts  
22 owed. At least five checks returned NSF and Coppelson's bank  
23 refused to accept any more checks from YOHAİ.

24 In an apparent attempt to lull Coppelson and Real, YOHAİ sent  
25 photographs of deposit slips and cashier's checks as proof he had  
26 deposited the money into Coppelson's account. Despite these  
27 photographs, no money was ever deposited into Coppelson's account.  
28

1 Coppelson provided me with screenshots of text messages YOHA  
2 sent to Real which were further forwarded to Coppelson. The text  
3 messages from YOHA came from (323)422-5631. I know from my own  
4 telephonic communication with YOHA that he utilizes this number.  
5 The text messages from YOHA contained the following:

- 6 - On August 6, 2018, YOHA sent a photograph of a deposit slip  
7 purportedly showing \$60,000 deposited into Coppelson's account.
- 8 - On August 6, 2018, YOHA sent a photograph of a wire  
9 confirmation purportedly showing \$60,000 had been wired to  
10 Coppelson's account.
- 11 - On August 17, 2018, YOHA sent a photograph of a deposit slip  
12 purportedly showing \$55,000 was deposited into Coppelson's  
13 account.
- 14 - On August 22, 2018, YOHA sent a photograph of a deposit slip  
15 purportedly showing \$55,000 was deposited into Coppelson's  
16 account.

17 Despite all of these supposed "confirmations", the funds were  
18 never received into Coppelson's account.

19 Coppelson told me that at one point, YOHA offered to leave his  
20 Rolls Royce Phantom as collateral for the money owed. The Rolls  
21 Royce stayed with Real for a couple of days until an unknown male  
22 arrived and said the vehicle actually belonged to him and not YOHA.  
23 The unknown male showed the pink slip for the car and took it.

24 At another time, YOHA said he was coming to Coppelson's house  
25 to pay him the money he owed. YOHA said he was getting Coppelson's  
26 money from a prominent marijuana grower who owed YOHA \$300,000.  
27 When YOHA arrived at Coppelson's house, he was driving a Porsche  
28

1 Panamera. YOHAİ said he did not have Coppelson's money, but he  
2 pulled out a large bag of marijuana from the trunk of the vehicle  
3 and offered it to Coppelson as collateral for the money owed.  
4 Coppelson refused.

5 At Coppelson's request, the NBA basketball player who had  
6 rented Marcheeta left the property in mid-September 2018. On  
7 September 22, 2018, Coppelson and Real went to Marcheeta to make  
8 sure it was in good condition so they could continue to show it to  
9 potential buyers. When they arrived, they encountered two unknown  
10 males, an unknown female, a number of children and dogs. Neither  
11 Coppelson nor Real were aware of, or authorized anyone to stay in  
12 the residence.

13 One of the unknown males told Coppelson he paid YOHAİ \$7,000 to  
14 rent Marcheeta for a birthday party. The unknown male showed  
15 Coppelson a contract with YOHAİ and said \$1,000 of the funds was to  
16 use a Rolls Royce Phantom which was parked in the driveway.

17 Coppelson subsequently provided me with a victim letter,  
18 attached, which enumerates \$248,000 in lost rental fees that YOHAİ  
19 took, as well as another \$6,899 in related legal expenses as of July  
20 30, 2019.

21 Interview of Coppelson's Real Estate Agent Sam Real

22 On October 10, 2018, I interviewed Sam Real and he told me the  
23 following:

24 Real represented Coppelson to sell a property at 1814 Marcheeta  
25 Pl. In July 2018, during one of the open house showings for  
26 Marcheeta, YOHAİ arrived and said he wanted to make an offer. YOHAİ  
27 claimed to own a property located on Blue Jay Way, which is down the  
28

1 street from Marcheeta. I know this to be a lie because Blue Jay Way  
2 was foreclosed upon by Genesis Capital in November 2017 and sold to  
3 a third party in July 2018.

4 YOHAİ told Coppelson he purchased high-end properties, leased  
5 them, and then sold them when they appreciated. YOHAİ offered to  
6 bring his clients to Marcheeta as well. Coppelson agreed to let  
7 YOHAİ refer potential renters for Marcheeta.

8 The first clients YOHAİ brought were a group of people who  
9 wanted to hold a seminar at Marcheeta and agreed to pay \$20,000 rent  
10 for the weekend. YOHAİ was paid by the renters and subsequently  
11 wrote Coppelson a check for \$20,000.

12 The next renter was a professional soccer player who wanted to  
13 rent Marcheeta for two weeks and agreed to pay \$60,000. As before,  
14 the renter paid YOHAİ and YOHAİ wrote Coppelson a check.

15 The next renter was a NBA basketball player who wanted to rent  
16 Marcheeta for two months and agreed to pay around \$50,000 per month.  
17 Again, the renter paid YOHAİ.

18 All of the checks YOHAİ wrote to Coppelson bounced. When  
19 Coppelson's bank would no longer accepted checks from YOHAİ, YOHAİ  
20 sent fake wire transfer confirmation emails from his New York  
21 lawyer. Despite these confirmation, no funds were ever received.

22 Real provided two emails from YOHAİ's attorney which included  
23 confirmation of wire transfers from YOHAİ's attorney's BOFA account.  
24 One dated August 21, 2018 for \$78,000 and another dated August 31,  
25 2018 for \$180,000. As stated above, I reviewed YOHAİ's attorney's  
26 BOFA account and found that on August 31, 2018, the balance was  
27 \$106.14. On no day during the entire month of August 2018 was the  
28



1 balance higher than \$505.43. Furthermore, the only outgoing wire  
2 from the account was on August 10, 2018 for \$400.00. Based upon my  
3 review of this account, not only were there no wire transfers to  
4 Coppelson for \$78,000 or \$180,000, there were not sufficient funds  
5 in the account to cover these wire transfers.

6 Real told me he spoke with YOHAİ's attorney on the phone at  
7 least twice to inquire about the funds which had been wired but  
8 never arrived. YOHAİ's attorney told Real he had wired the funds,  
9 but due to a client bouncing a check to YOHAİ's attorney, the wire  
10 never went through.

11 On one occasion, YOHAİ offered to give his Rolls Royce Phantom  
12 as collateral for the money owed to Coppelson. Real kept the  
13 Phantom at his office for three days until an unknown male arrived,  
14 said he owned the car and showed Real the pink slip. The unknown  
15 male left with the vehicle.

16 After the NBA basketball player left Marcheeta, Real met  
17 Coppelson at the property. Upon arrival, Real and Coppelson saw an  
18 unknown male walking inside the property with two dogs. Coppelson  
19 notified the police. The unknown male told the police, Coppelson  
20 and Real that he had leased Marcheeta from YOHAİ.

21 **D. YOHAİ DEFRAUDED VICTIM LAZZARINI OUT OF OVER \$80,000 FOR A**  
22 **LUXURY HOME RENTAL**

23 In April 2018, YOHAİ contacted Ms. Lazzarini to rent a luxury  
24 estate in La Quinta at \$120,000 for two weeks. The credit card that  
25 YOHAİ gave Ms. Lazzarini as a down payment on the rent was from an  
26 account that had been closed more than a year earlier due to a  
27 credit card bust-out scheme YOHAİ perpetrated. YOHAİ paid \$31,700  
28 of the rent with a wire from a third party and then falsely told

1 Lazzarini that he was paying the balance of the rent with another  
2 wire, which never arrived. YOHAİ continued to make false promises  
3 to pay Lazzarini with cash, but he only paid \$2,500 of the \$88,992  
4 owed, leaving a loss of \$86,492. (Please see accompanying victim  
5 letter for more details.)

6 **E. DEFENDANT DEFRAUDED THOSE HE MET AT REHAB, AND DURING HIS**  
7 **PERIOD OF SOBRIETY**

8 Upon his departure from Cottonwood Rehabilitation, YOHAİ's most  
9 recent rehabilitation facility in January 2017, YOHAİ recruited  
10 other patients from Cottonwood to live at a sober living house he  
11 was running. However, YOHAİ only used this as a platform to defraud  
12 these patients. In some cases, like victim Brian's, YOHAİ refused  
13 to refund their \$5,000 security deposits, and in other more  
14 disturbing cases, like Kris's, YOHAİ charged \$35,000 per month for  
15 "detox" care which he could not and did not provide.

16 By mid-2017, YOHAİ's new fraud scheme was beginning. YOHAİ  
17 used Airbnb to rent out 779 Stradella Rd. and 1550 Blue Jay Way.  
18 Based upon email and text message communication along with witness  
19 interviews, YOHAİ regularly cheated the short-term renters by  
20 charging large security deposits which he did not intend to return  
21 and, in fact, did not ever return. On some occasions, YOHAİ would  
22 promise to return the deposits, but never follow through and on  
23 other occasions, YOHAİ would make up damages to justify keeping the  
24 security deposits. For example, one victim, Janet Souk, was charged  
25 \$4,500 rent and \$2,500 security deposit to rent Stradella for a  
26 weekend in September 2017. After departing, the renter was promised  
27 a refund of her security deposit several times by YOHAİ but only  
28 received bouncing checks and false promises for PayPal refunds. For

1 three months, she strived to obtain a return of her deposit without  
2 success. This same story is replayed by several other victim  
3 renters in 2017.

4 Later in 2017, YOHAI began attempting a new real estate fraud  
5 by submitting false and fraudulent loan applications to several  
6 mortgage brokers/lenders in an attempt to obtain millions in new  
7 real estate loans. For example, in December 2017, YOHAI submitted a  
8 Form 1003 loan application to obtain \$6,600,000 in funding to  
9 purchase 15433 Brownwood Pl., Los Angeles. In this application,  
10 YOHAI claimed to make \$200,000 per month and own properties which  
11 were either already foreclosed upon (like 1550 Blue Jay Way, Los  
12 Angeles), or never owned by him at any time (like 29 Howard St., New  
13 York). Similarly, in November 2017, YOHAI submitted a Personal  
14 Financial Statement showing his annual salary as \$2 million and his  
15 real estate equity as more than \$16 million. In fact, YOHAI had no  
16 source of income during this time other than the fraud and all of  
17 his properties were already foreclosed upon or on the brink of  
18 foreclosure.

19 **F. YOHAI SOUGHT WITNESS TAMPERING**

20 On October 30, 2018--the day YOHAI was arrested by LAPD for  
21 pawning the musical equipment of victim Brian Zeng--YOHAI called  
22 Jessica Manafort from jail on a recorded call and told her to  
23 contact Chris Ellis and tell Chris Ellis to call Chris Hernandez and  
24 tell Chris Hernandez to let everyone know that Hernandez gave YOHAI  
25 Brian Zeng's musical equipment in exchange for Zeng's security  
26 deposit. YOHAI told Manafort one of the reasons he was in jail was  
27 because he pawned Zeng's musical equipment. Later that same day,  
28 YOHAI called Jessica Manafort again from jail on a recorded call.

1 Jessica Manafort told YOHAI that YOHAI's assistant and another  
2 person were scrambling to try and figure out how to get the guy  
3 whose musical equipment YOHAI pawned [Brian Zeng] to say he was not  
4 pressing charges in court.

5 I declare under penalty of perjury that the foregoing is true  
6 and correct to the best of my knowledge.

7 Dated: September 9, 2019

8 /s *Sherine Ebadi*

9 Sherine Ebadi